

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Johnson & Johnson		09/25/2015	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heartland Consumer Products LLC		
<b>Street Address:</b>	14300 Clay Terrace Blvd.		
<b>Internal Address:</b>	Suite 249		
<b>City:</b>	Carmel		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46032		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4388747	NECTRESSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	216.363.4677		
<b>Email:</b>	trademark@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	57869-52		
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier		
<b>SIGNATURE:</b>	/Duncan H. Poirier/		
<b>DATE SIGNED:</b>	10/29/2015		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of September 25, 2015 (the "Effective Date"), is made from Johnson & Johnson, a corporation organized under the laws of the State of New Jersey ("Assignor") to Heartland Consumer Products LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Trademark and Domain Purchase and Sale Agreement, dated as of September 25, 2015 (the "Purchase and Sale Agreement"), by and among Assignor, McNeil Nutritionals, LLC, a limited liability company organized under the laws of the State of Delaware (collectively, the "Seller"), and Heartland Consumer Products LLC, a limited liability company organized under the laws of the State of Delaware ("Buyer"), the Seller agreed to, and to cause its affiliates to, sell, convey, assign and transfer to the Buyer, and the Buyer agreed to, or to cause its affiliates to, accept the trademark registrations and trademark applications identified on Schedule 1 attached hereto (collectively, the "Marks");

WHEREAS, Assignor is the owner of the Marks, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all Assignor's right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all rights, if any, to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks.

Assignor and its affiliates make no representations, warranties, covenants, agreements or indemnities, and hereby disclaim all implied warranties, with respect to the validity of Assignee's ability to use the Marks.

Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Marks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. For a period of twelve (12) months after the date hereof,

Assignor, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

This Assignment is executed by Assignor and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

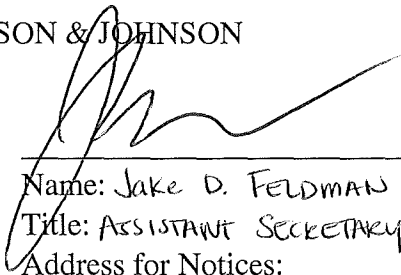
*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

**ASSIGNOR**

JOHNSON & JOHNSON

By



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Name: Jake D. FELDMAN

Title: ASSISTANT SECRETARY

Address for Notices:

Johnson & Johnson Law Department

One Johnson & Johnson Plaza

New Brunswick, New Jersey 08933

Attention: Chief Trademark Counsel

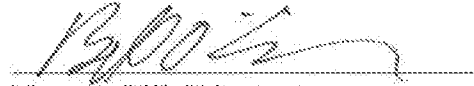
Fax: (732) 524-2471

AGREED TO AND ACCEPTED:

ASSIGNEE

HEARTLAND CONSUMER PRODUCTS LLC

By



Name: Bill O'Connor

Title: Authorized Signatory

Address for Notices:

Heartland Consumer Products LLC

14300 Clay Terrace Blvd.

Suite 249

Carmel, Indiana 46032

Attention: Bill O'Connor

Email: bill.oconnor@heartlandfpg.com

**SCHEDULE 1**

TRADEMARK	COUNTRY	STATUS	CLASS	APP NO.	FILING DATE	REG NO.	REG DATE	OWNER
NECTRESSE	ARGENTINA	REGISTERED	30	3156063	04/09/2012	2586365	08/14/2013	JOHNSON & JOHNSON
DUSERÉ	ARGENTINA	REGISTERED	30	3156303	04/10/2012	2586736	08/14/2013	JOHNSON & JOHNSON
NECTRESSE	ARUBA	REGISTERED	30	IM-120418.19	04/18/2012	30242	06/05/2012	JOHNSON & JOHNSON
NECTRESSE	AUSTRALIA	REGISTERED	30	1485858	04/16/2012	1485858	04/16/2012	JOHNSON & JOHNSON
NECTRESSE	BAHAMAS	REGISTERED	42	35777	04/24/2012	35777	04/24/2012	JOHNSON & JOHNSON
NECTRESSE	BAHRAIN	REGISTERED	30	91532	04/08/2012	91532	04/08/2015	JOHNSON & JOHNSON
NECTRESSE	BARBADOS	PENDING	30	8129433	04/18/2012			JOHNSON & JOHNSON
NECTRESSE	BERMUDA	REGISTERED	30	51636	04/05/2012	51636	04/05/2012	JOHNSON & JOHNSON
NECTRESSE	BOLIVIA	REGISTERED	30	SM-1769-2012	04/09/2012	139836-C	10/02/2012	JOHNSON & JOHNSON
NECTRESSE	BRAZIL	REGISTERED	30	904661679	03/30/2012	904661679	05/19/2015	JOHNSON & JOHNSON
DUSERÉ	BRAZIL	REGISTERED	30	904690520	04/10/2012	904690520	05/12/2015	JOHNSON & JOHNSON
NECTRESSE	CANADA	ALLOWED	05	1570519	03/26/2012			JOHNSON & JOHNSON
NECTRESSE	CAYMAN ISLANDS	REGISTERED	30	CT10759421	08/30/2012	CT10759421	08/30/2012	JOHNSON & JOHNSON
NECTRESSE	CHILE	REGISTERED	30	1002179	04/10/2012	959186	08/17/2012	JOHNSON & JOHNSON
DUSERÉ	CHILE	REGISTERED	30	1002619	04/12/2012	990218	01/30/2013	JOHNSON & JOHNSON
NECTRESSE	CHINA	REGISTERED	30	10744449	04/10/2012	10744449	06/21/2013	JOHNSON & JOHNSON
NECTRESSE	COLOMBIA	REGISTERED	30	1264930	04/19/2012	462397	11/19/2012	JOHNSON & JOHNSON
DUSERÉ	COLOMBIA	REGISTERED	30	12091291	05/31/2012	468.559	10/12/2012	JOHNSON & JOHNSON
NECTRESSE	COSTA RICA	REGISTERED	30	2012-04204	05/07/2012	225036	02/08/2013	JOHNSON & JOHNSON
DUSERÉ	COSTA RICA	REGISTERED	30	2012-006034	06/27/2012	225543	04/05/2013	JOHNSON & JOHNSON
NECTRESSE	CURACAO	REGISTERED	30	D120108	04/05/2012	15836	04/05/2012	JOHNSON & JOHNSON
NECTRESSE	DOMINICAN REPUBLIC	REGISTERED	30	12/8497	04/09/2012	196150	07/02/2012	JOHNSON & JOHNSON
DUSERÉ	DOMINICAN REPUBLIC	REGISTERED	30	2012-9335	04/18/2012	196333	07/17/2012	JOHNSON & JOHNSON
NECTRESSE	ECUADOR	REGISTERED	30	2012019634	04/05/2012	7618-12	10/17/2012	JOHNSON & JOHNSON
DUSERÉ	ECUADOR	REGISTERED	30	2012-20108	04/17/2012	7795-12	11/16/2012	JOHNSON & JOHNSON
NECTRESSE	EGYPT	PENDING	30	273457	04/10/2012			JOHNSON & JOHNSON
NECTRESSE	EL SALVADOR	PENDING	30	2012117565	04/12/2012	195/204	01/10/2013	JOHNSON & JOHNSON
DUSERÉ	EL SALVADOR	REGISTERED	30	E-123648-2012	12/21/2012	00002-00217	09/30/2013	JOHNSON & JOHNSON

TRADEMARK	COUNTRY	STATUS	CLASS	APP NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
NECTRESSE	EUROPEAN COMMUNITY	REGISTERED	30	10759421	03/26/2012	10759421	08/07/2012	JOHNSON & JOHNSON
STEVIA HARVEST	EUROPEAN COMMUNITY	REGISTERED	05, 30	010030261	06/08/2011	010030261	11/09/2011	JOHNSON & JOHNSON
NECTRESSE	FIJI	REGISTERED	42	319/2012	4/27/2012	319/2012	04/27/2012	JOHNSON & JOHNSON
NECTRESSE	GUATEMALA	REGISTERED	30	201203200	04/19/2012	191323	09/23/2013	JOHNSON & JOHNSON
DUSERÉ	GUATEMALA	PENDING	30	2012-005787	07/03/2012			JOHNSON & JOHNSON
NECTRESSE	HONDURAS	REGISTERED	30	12012462-	04/12/2012	121412	09/13/2012	JOHNSON & JOHNSON
DUSERÉ	HONDURAS	REGISTERED	30	13100-12	04/18/2012	121404	09/13/2012	JOHNSON & JOHNSON
NECTRESSE	HONG KONG	REGISTERED	30	302214198	04/05/2012	302214198	04/05/2012	JOHNSON & JOHNSON
NECTRESSE	INDIA	PENDING	30	2311948	04/09/2012			JOHNSON & JOHNSON
NECTRESSE	INDONESIA	PENDING	30	D002012015992	05/14/2012			JOHNSON & JOHNSON
NECTRESSE	JAMAICA	REGISTERED	30	60218	04/13/2012	60218	04/13/2012	JOHNSON & JOHNSON
NECTRESSE	JAPAN	REGISTERED	30	2012-030231	04/17/2012	5513209	08/10/2012	JOHNSON & JOHNSON
NECTRESSE	JORDAN	REGISTERED	30	15242	04/08/2012	124286	06/19/2013	JOHNSON & JOHNSON
NECTRESSE	KUWAIT	PENDING	30	129158	04/11/2012			JOHNSON & JOHNSON
NECTRESSE	LEBANON	REGISTERED	30	3260	04/10/2012	142273	04/12/2012	JOHNSON & JOHNSON
NECTRESSE	MEXICO	REGISTERED	30	1267277	04/19/2012	1309554	09/05/2012	JOHNSON & JOHNSON
DUSERÉ	MEXICO	REGISTERED	30	1256441	03/09/2012	1302771	08/09/2012	JOHNSON & JOHNSON
NECTRESSE	NEW ZEALAND	REGISTERED	30	956848	04/05/2012	956848	10/09/2012	JOHNSON & JOHNSON
NECTRESSE	NICARAGUA	REGISTERED	30	2012-00001275	04/10/2012	2014102680	03/10/2014	JOHNSON & JOHNSON
DUSERÉ	NICARAGUA	REGISTERED	30	2012-001377	04/19/2012	2014101719LM	02/07/2014	JOHNSON & JOHNSON
NECTRESSE	NORWAY	REGISTERED	30	201203826	04/10/2012	266567	08/07/2012	JOHNSON & JOHNSON
NECTRESSE	OMAN	REGISTERED	30	73609	04/01/2012	73609	03/19/2013	JOHNSON & JOHNSON
NECTRESSE	PANAMA	REGISTERED	30	210893	04/12/2012	210893	04/12/2012	JOHNSON & JOHNSON
DUSERÉ	PANAMA	REGISTERED	30	210989	04/12/2012	210989	04/12/2012	JOHNSON & JOHNSON
NECTRESSE	PARAGUAY	REGISTERED	30	16189/2012	04/09/2012	378956	04/23/2013	JOHNSON & JOHNSON
DUSERÉ	PARAGUAY	REGISTERED	30	16190	04/09/2012	380050	05/10/2013	JOHNSON & JOHNSON
NECTRESSE	PERU	REGISTERED	30	489244-2012	04/09/2012	00190248	08/03/2012	JOHNSON & JOHNSON
DUSERÉ	PERU	REGISTERED	30	489265	04/09/2012	00189391	07/06/2012	JOHNSON & JOHNSON
NECTRESSE	QATAR	PENDING	30	74148	04/15/2012			JOHNSON & JOHNSON
NECTRESSE	RUSSIAN FEDERATION	REGISTERED	30	2012710656	04/05/2012	486350	05/06/2013	JOHNSON & JOHNSON



TRADEMARK	COUNTRY	STATUS	CLASS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
NECTRESSE	SAUDI ARABIA	REGISTERED	30	180618	04/08/2012	1450/32	06/09/2013	JOHNSON & JOHNSON
NECTRESSE	SINGAPORE	REGISTERED	30	T1205104A	04/10/2012	T1205104A	04/10/2012	JOHNSON & JOHNSON
NECTRESSE	SOUTH AFRICA	REGISTERED	30	2012/08893	04/05/2012	2012/08893	10/25/2013	JOHNSON & JOHNSON
NECTRESSE	ST. MAARTEN	REGISTERED	30	SD12042	04/05/2012	13999	04/05/2012	JOHNSON & JOHNSON
NECTRESSE	THAILAND	REGISTERED	30	843080	04/12/2012	K0r381006	04/12/2012	JOHNSON & JOHNSON
NECTRESSE	TRINIDAD AND TOBAGO	REGISTERED	30	45177	04/05/2012	45177	11/23/2012	JOHNSON & JOHNSON
NECTRESSE	TURKEY	REGISTERED	30	2012/32705	04/06/2012	201232705	05/02/2013	JOHNSON & JOHNSON
NECTRESSE	UNITED ARAB EMIRATES	REGISTERED	30	171772	04/08/2012	171772	06/12/2013	JOHNSON & JOHNSON
NECTRESSE	UNITED STATES OF AMERICA	REGISTERED	30	85/452917	10/21/2011	4388747	08/20/2013	JOHNSON & JOHNSON
NECTRESSE	URUGUAY	REGISTERED	30	434522	04/11/2012	434522	07/07/2014	JOHNSON & JOHNSON
DUSERÉ	URUGUAY	REGISTERED	30	434.655	04/13/2012	434.655	01/14/2013	JOHNSON & JOHNSON
NECTRESSE	VENEZUELA	REGISTERED	30	2012-006941	04/12/2012	326.916-P	04/16/2013	JOHNSON & JOHNSON
DUSERÉ	VENEZUELA	REGISTERED	30	6490/2012	04/12/2012	326.915-P	04/16/2013	JOHNSON & JOHNSON

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